

Electronically Recorded

Official Public Records

Suzanne Henderson

Suzanne Henderson

Tarrant County Texas

2009 Jul 07 10:41 AM

Fee: \$ 36.00

D209179349

Submitter: SIMPLIFILE

6 Pages

AMENDMENT TO SURFACE USE AGREEMENT**L 0 2 2 7 8 4 8****Electronically Recorded
Chesapeake Operating, Inc.**STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment to the Surface Use Agreement dated August 23, 2007 (hereinafter "Amendment") is made and entered into as of the date herein specified by and between Tarrant County College District, a political subdivision of the State of Texas located within Tarrant County, Texas (hereinafter referred to as "Grantor"), and Chesapeake Exploration L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Grantee"). This Amendment is binding upon and inures to the benefit of successors and assigns of Grantor and Grantee.

WHEREAS, Grantor is the owner of all rights, title and interest in and to the surface of the property described more particularly as follows:

That certain tract of land being described as: Being 123.50 acres more or less of land out of the B.B.B. and C. RR Co. Survey, Abstract No. 203, the same property described in a Special Warranty Deed dated September 15, 1987 from Amherst Resources, Inc., a Texas corporation to Tarrant County Junior College District recorded in Volume 9073, Page 392, Official Public Records of Tarrant County, Texas.

WHEREAS, Grantor and Grantee, prior to the execution of this Amendment, entered into a Surface Use Agreement dated August 23, 2007 ("Surface Use Agreement"), which contains the certain terms, conditions, and agreements for the conduct of oil and gas exploration operations on property owned by Grantor and covered by a certain Oil and Gas Lease ("Lease"), a memorandum of which is recorded in Tarrant County records as instrument #D206369984.

WHEREAS, this Amendment is intended to amend Section 1.9 ("Water Rights") in the Surface Use Agreement only to the extent set forth herein; however, this Amendment shall not otherwise change, alter or amend the terms, conditions and agreements for the conduct of oil and gas exploration operations pursuant to the terms of the Lease.

NOW, THEREFORE, Grantor and Grantee, for the consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable and adequate consideration, the receipt of which is hereby acknowledged, do hereby agree to amend the Surface Use Agreement in order to grant a license unto Grantee to use water from a private reservoir (the "Pond") located on Grantor's property ("Property") for use with its drilling operations in the surrounding area herein referred to as a "frac pit."

Electronically Recorded
Chesapeake Operating, Inc.

This Amendment shall be effective for the term of the Surface Use Agreement, or for a term of five (5) years, whichever is shorter. However, Grantee shall have an option to extend this Amendment for an additional five (5) years upon written notice to Grantor not less than thirty (30) days prior to the expiration of this Amendment.

The purpose of the expansion of the Pond is to provide Grantee with a reservoir where it can hold water that will be used in connection with drilling and fracing wells in which Grantor has an interest. No water may be drawn for other wells without Grantor's written permission. Following completion of the expansion, the Pond will be kept full except during times when fracing or drilling operations are actually being conducted. All water brought to the Pond shall be fresh, clean, and free of any environmental contaminants or pollutants.

Grantee agrees to drill a water well on the Property and equip it capable of production. Grantee will operate and maintain the well for the duration of the term of this Amendment. Once Grantee drills and completes the water well, it may be utilized by Grantor. In the event Grantee stops using the well, Grantee will agree to transfer ownership to Grantor, at Grantor's option, via a Water Well Transfer Bill of Sale and Release, at no cost to Grantor. In addition, Grantee agrees to install a lighted fountain, upon completion of construction, to aerate the Pond at all times. Grantee agrees to clean out and deepen the Pond to a completed depth of not less than ten (10) to twelve (12) feet. Grantee agrees to remove all silt and other materials related to cleaning out and reconfiguration of existing pond from site and shall be responsible for the proper disposition; however, Grantee may use silt and materials for pad site build-up.

Grantor hereby establishes, declares, grants and conveys to Grantee the use of the Property for any and all operations for the construction, operation, and maintenance of the Pond as a frac pit, including, but not limited to: (a) the right of ingress and egress; (b) the use and maintenance of the existing access road; (c) the use and maintenance of pipelines, power lines, telephone lines, fences and fixtures; and, (d) all other activities reasonable and necessary in connection with operations of the frac pit.

It is intended that Grantee shall limit its use of the above described area to the existing area which contains the Pond. Grantee shall conduct its operations so as not to interfere with the drainage of said lands, and shall obtain all necessary permits and comply with all operational and environmental laws, rules and regulations pertaining to its operations on said lands. Grantor understands Grantee may expand the surface area of the Pond. The expansion of the surface area of the Pond will be delineated to Grantor and reasonably approved by Grantor before such expansion occurs. Upon completion of any expansion, the land surrounding the Pond shall be sodded to Grantor's reasonable satisfaction.

Grantee shall continually maintain the existing road in good operating condition, and upon termination of this Amendment, said road shall be returned as near as practical to its original condition. Grantee shall place any pipelines, utilities, etc. beside such road, and may use any

Electronically Recorded
Chesapeake Operating, Inc.

existing pipelines and pipeline rights of way on such land. All pipelines shall be buried below plow depth and at least three (3) feet below the bottom of any ditch, canal or waterway. Locations of pipelines to and from the Pond shall be reasonably approved by Grantor before they are installed. All access to the property shall be reasonably approved by Grantor. Grantee shall maintain locks on gates as requested by Grantor. Upon termination of drilling or fracing operations, Grantee shall make sure the Pond, as expanded, is full and that surrounding landscaping is in good condition.

During operations on said lands, Grantee shall carry insurance in the following minimum amounts, and agrees to continue coverage during the term of this agreement:

- (a) Comprehensive General Liability, \$1,000,000.00 each occurrence and aggregate;
- (b) Automobile Liability, \$1,000,000.00 combined single limit; and
- (c) Workmen's Compensation at statutory limits.

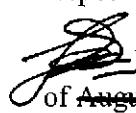
ALL OPERATIONS SHALL BE CONDUCTED AT THE SOLE RISK AND EXPENSE OF GRANTEE, AND GRANTEE DOES HEREBY INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ALL LIABILITY AND CLAIM FROM OTHERS ARISING OUT OF GRANTEE'S OPERATIONS ON SAID LANDS. GRANTEE AGREES TO REMEDIATE ANY ENVIRONMENTAL CONTAMINATION, AND TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM ANY LIABILITY RELATED TO ENVIRONMENTAL CLAIMS ARISING FROM GRANTEE'S OPERATIONS ON SAID LANDS.

Upon completion of the expansion of the Pond, Grantee will take steps to minimize any continuing disturbance to the Pond or the grounds around it as water is delivered and removed from the Pond for drilling and fracing operations. Grantee agrees to pay for damage to land, crops, grasses, fences, timber, livestock, and for damages to personal property caused in the construction of the Pond, maintenance, replacement, repair, or removal of any pipelines, or any other collateral damage associated with expanding the Pond. Such damages shall be paid promptly after the damage is done.

In the event that Grantor at any time considers that Grantee is not in compliance with this agreement, Grantor shall notify Grantee in writing of the facts relied upon as constituting a breach hereof, and Grantee shall have sixty (60) days after receipt of such notice in which to commence any action that is then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Grantee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Grantor for any cause hereunder. It is provided, however, this agreement shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this agreement except after final judicial ascertainment of such failure and Grantee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Grantee has been judicially determined to be in default.

Electronically Recorded
Chesapeake Operating, Inc.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, representatives, contractors, employees and agents.

 IN WITNESS WHEREOF, this instrument is executed by the undersigned on this 29th day of August 2008 January 2009.

[Rest of Page Intentionally Left Blank]

TARRANT COUNTY COLLEGE DISTRICT, Granor

Electronically Recorded
Chesapeake Operating, Inc.

By:



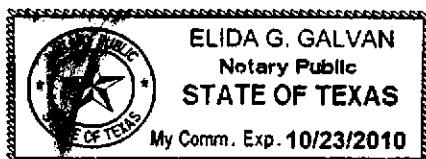
Name: Leonardo de la Garza, Ph.D.

Title: Chancellor

STATE OF TEXAS
COUNTY OF TARRANT



This document was acknowledged before me on January 29, 2008, by Leonardo de la Garza, Chancellor of TARRANT COUNTY COLLEGE DISTRICT, a political subdivision of the State of Texas on behalf of said entity.



Cida G. Galvan

Notary Public, State of Texas

AMENDMENT TO SURFACE USE AGREEMENT
4623.00871/599724.1

PAGE 5

Electronically Recorded
Chesapeake Operating, Inc.

CHESAPEAKE OPERATING, INC., Grantee

By: Dave E. Leopold

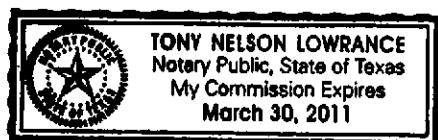
Name: Dave E. Leopold

Title: Operations Manager

STATE OF Texas §

COUNTY OF Tarrant §

This document was acknowledged before me on 10-23, 2008, by
Dave Leopold, of CHESAPEAKE OPERATING, an OKLAHOMA CORPORATION, on behalf
of said entity.



Tony N. Lowrance
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

A. Burch Waldron, Esq.
LAW, SNAKARD & GAMBILL, P.C.
1600 W. 7th Street, Suite 500
Fort Worth, Texas 76102

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154